

UNITED STATES DISTRICT COURT
For the
DISTRICT OF MASSACHUSETTS

Civil Action No.
1:13 CV 13235 WGY

Domingo Colaj,
Plaintiff and Defendant in Counterclaim

vs.

Sea Watch International, Ltd.
*Defendant, Plaintiff in Counterclaim,
and Thirty Party Plaintiff*

vs.

Workforce Unlimited, Inc.
Third Party Defendant

ANSWER OF THIRD PARTY DEFENDANT, WORKFORCE UNLIMITED, INC., TO
THIRD PARTY COMPLAINT OF SEA WATCH INTERNATIONAL, LTD.

COUNT I

Indemnification

(Sea Watch v. Workforce)

1. Admit.
2. Third Party Defendant, Workforce Unlimited, Inc. (hereafter Workforce) lacks knowledge as regards the place in which Third Party Plaintiff, Sea Watch International, Ltd. (hereafter Sea Watch) is either organized, incorporated, or has its principal business and therefore, leaves Sea Watch to its proof. Workforce admits the remaining information contained in Paragraph 2.
3. Admit.
4. This allegation states a legal conclusion to which no affirmative response is required. To the extent a response may be required, Workforce leaves Sea Watch to its proof.
5. Denied.

WHEREFORE, Third Party Defendant, Workforce Unlimited, Inc. requests that Third Party Plaintiff, Sea Watch International, Ltd's complaint be denied and dismissed and that Third Party Defendant, Workforce Unlimited, Inc be awarded its reasonable attorney fees, costs and such other relief as this Honorable Court deems just.

COUNT TWO
Breach of Contract for Indemnification
(Sea Watch v. Workforce)

6. Workforce restates its responses to Paragraphs 1 - 5 of the Complaint as if fully set forth herein.
7. Admit.
8. Admit.
9. The agreements speak for themselves and Workforce neither admits nor denies the information contained in Paragraph 9 and therefore, leaves Sea Watch to its proof.
10. The agreements speak for themselves and Workforce neither admits nor denies the information contained in Paragraph 9 and therefore, leaves Sea Watch to its proof.
11. Workforce neither admits nor denies the information contained in Paragraph 12 and therefore, leaves Sea Watch to its proof.
12. The agreements speak for themselves and Workforce neither admits nor denies the information contained in Paragraph 12 and therefore, leaves Sea Watch to its proof.
13. Admit.
14. Denied.
15. Workforce neither admits nor denies the information contained in Paragraph 12 and therefore, leaves Sea Watch to its proof.
16. Workforce neither admits nor denies the information contained in Paragraph 12 and therefore, leaves Sea Watch to its proof.
17. Denied.
18. Denied.

WHEREFORE, Third Party Defendant, Workforce Unlimited, Inc. requests that Third Party Plaintiff, Sea Watch International, Ltd's complaint be denied and dismissed and that Third Party Defendant, Workforce Unlimited, Inc. be awarded its reasonable attorney fees, costs and such other relief as this Honorable Court deems just.

COUNT THREE
Implied Right of Contractual Indemnification
(Sea Watch v. Workforce)

19. Workforce restates its responses to Paragraphs 1 - 18 of the Complaint as if fully set forth herein.
20. Workforce neither admits nor denies the information contained in Paragraph 16 and therefore, leaves Sea Watch to its proof.
21. Workforce neither admits nor denies the information contained in Paragraph 17 and therefore, leaves Sea Watch to its proof.
22. Workforce neither admits nor denies the information contained in Paragraph 18 and therefore, leaves Sea Watch to its proof.
23. This allegation states a legal conclusion to which no affirmative response is required. To the extent a response may be required, Workforce leaves Sea Watch to its proof.
24. Denied.
25. Denied.

WHEREFORE, Third Party Defendant, Workforce Unlimited, Inc. requests that Third Party Plaintiff, Sea Watch International, Ltd's complaint be denied and dismissed and that Third Party Defendant, Workforce, Unlimited, Inc be awarded appropriate attorney fees and other costs.

Third Party Defendant
By it's Attorney:



Heath S. Comley, Esq.
BBO 632545
One Ship Street
Providence, Rhode Island 02903
Tel: (401) 331-5505
Fax: (401) 331-6110
Email: comleylaw@yahoo.com

FIRST AFFIRMATIVE DEFENSE

Third Party Plaintiff's Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Third Party Plaintiff's Complaint for indemnification is subject to offset by payments made by Third Party Defendant under the Worker's Compensation Act.

THIRD AFFIRMATIVE DEFENSE

Third Party Plaintiff's Complaint for indemnification is subject to its reciprocal contractual obligation of indemnification.

FOURTH AFFIRMATIVE DEFENSE

Third Party Defendant reserves the right to assert additional defenses as they may become known during the discovery process.

Third Party Defendant
By it's Attorney:



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CERTIFICATION

I, the undersigned, do hereby certify that I emailed a copy of the Third Party Defendant's Answer to Third Party Plaintiff's Amended Complaint and mailed by first class mail, postage prepaid, on the 3rd day of November, 2014, to:

Mary E. Kelleher, Esquire
Whiteside, Koldys & Kelleher, P.C.,
449A Faunce Corner Road
Dartmouth, Massachusetts 02747

Jeffrey A. Mega, Esq.
Decof, Decof & Barry, P.C.
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COUNT TWO
Breach of Contract for Indemnification
(Sea Watch v. Workforce)

6. Workforce restates its responses to Paragraphs 1 - 5 of the Complaint as if fully set forth herein.
7. Admit.
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FIRST AFFIRMATIVE DEFENSE

Third Party Plaintiff's Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

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